



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in December 2006. The current monthly rent is \$793.00 due on the last day of each month. Neither party filed a copy of the tenancy agreement.

On December 16, 2012, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. On December 21, the tenant applied to dispute the notice. The tenant did not file a copy of the notice.

The tenant stated that she had paid her rent in cash and did not owe the landlord any money. The landlord argued that she had not paid rent for December 2012 or January 2013. The landlord did not file any evidence to support the notice to end tenancy and he was unfamiliar with the date and service of the notice to end tenancy.

Analysis:

Based on the sworn testimony of the both parties, I am unable to determine whether the tenant owed rent or not. Neither party filed any documentary evidence. The oral testimony of both parties was contradictory. This case is replete with contradictory evidence, inconsistent evidence and missing evidence.

Virtually everything that one of the parties said was contradicted by the other. In the absence of evidence from the landlord to support the notice to end tenancy, the notice is set aside.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 23, 2013

Residential Tenancy Branch

